

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.176 OF 2006

IN

SUMMARY SUIT NO.611 OF 2006

...

Dhananjay Vishnu Khot ...Plaintiff

v/s.

Nav maharashtra Chakan Oil

Mills Ltd. ...Defendant

...

Mr.S.D.Mogre for the Plaintiff.

Mr.Pankaj J. Das i/b R.S.Datar for the Defendant.

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CORAM: D.K.DESHMUKH, J.

DATED: 7TH AUGUST, 2006

P.C.:

As the learned Counsel appearing for the Plaintiff pointed out that the amount against Bill Nos.676, 689

and 770 have already been paid by the Defendant to the Plaintiff, the Plaintiff is granted leave to amend the prayer clause of the suit giving credit to the Defendant for the amount paid against Bill Nos.676, 689 and 770.

1. The Plaintiff has filed this suit for recovery of the price of the goods admittedly supplied by the Plaintiff to the Defendant. There is no dispute that the goods were supplied and the amount which is shown as outstanding, except the amount of Bill Nos. 676, 689 and 770 is outstanding.

2. The defence raised by the Defendant is that the goods that were supplied by the Plaintiff to the Defendant were of lower quality and therefore the Defendant pointed out to the Plaintiff that the goods are of lower quality. The Plaintiff agreed to make the adjustment, but the Plaintiff has not made the adjustment.

3. In my opinion, this defence is not acceptable. Firstly, because there is no document placed on record which will even indicate that the goods supplied by the Plaintiff were of lower quality or

that the Defendant at any point of time made a complaint that the goods are of lower quality. What is pertinent to note that the Plaintiff was demanding the amount repeatedly, but the Defendant not on a single occasion complained that though the Plaintiff had agreed to make adjustment why he is demanding money from the Defendant.

4. The defence thus put up by the Defendant obviously has no substance. As the defence disclosed by the Defendant has no substance, summons for judgment deserves to be granted. The suit of the Plaintiff is, therefore, decreed in terms of amended prayer clause of the suit. Refund of court fees as per rules.

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